

# **REQUEST FOR PROPOSALS (“RFP”)**

## **Apache Junction City Code Volume II, Land Development Code, Chapter 1 Zoning Ordinance Update RFP Project No. DSD-2022-01**

Prepared by:  
Development Services Department  
City of Apache Junction  
300 East Superstition Boulevard  
Apache Junction, Arizona 85119

**SUBMITTAL DEADLINE:**  
**August 17, 2022 at 3:00 PM Arizona Standard  
Time**

Please submit proposals at: [www.apachejunctionaz.gov/826/Current-Solicitations](http://www.apachejunctionaz.gov/826/Current-Solicitations)

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## **I. BACKGROUND**

### **A. Overview**

The City's goal with this RFP is to simplify, streamline, and improve the Zoning Ordinance to better implement the General Plan, constitutional protections, reflect best planning practices and comply with Federal and State laws. The City intends to enter into a professional services agreement with a consulting firm to update and modernize the Zoning Ordinance and complete planning-related analysis and tasks.

The project will include:

- Review and evaluate the City's existing Zoning Ordinance
- Drafting new and/or rewriting of the regulations and standards
- Drafting Design Standards for Residential and Non-Residential Development
- Conducting public involvement as required herein
- Meetings and public hearings with the Planning and Zoning Commission and City Council
- Finalizing an adoption ordinance and preparing the adopted document in PDF form and transmittal to American Legal Publishing

### **B. City Incorporation and Zoning Ordinance Adoption**

On the third attempt, the City was incorporated in 1978. Areas of the City were left out on each attempt in order to ultimately come up with a municipal boundary that was eventually approved. This left the City of Apache Junction area with seven (7) unincorporated Pinal County islands within the City boundary. While the City was incorporated in 1978, the first City Zoning Ordinance was not adopted until March of 1985 after several court challenges. The Zoning Ordinance was amended over the years to incorporate changes in state statute or make changes requested by Staff, City Council, businesses and citizens. The Zoning Ordinance still has remnants of its roots as county zoning code. The City is facing enormous growth pressure as well as significant infill development. The City will be better able to regulate development with a modern Zoning Ordinance that includes design standards for residential, commercial and industrial development.

The Zoning Ordinance was last updated in June of 2014. Since that time, the City has made modifications to the code for medical and recreational marijuana, front porches, wireless communication facilities, accessory structures and commercial zoning district allowed uses. The City's Zoning Ordinance requires additional updating with regard to the sign code to comply with the Town of Gilbert United States Supreme court ruling as well as other changes in state law and recent court actions. The development standards and regulations specified in the Zoning Ordinance are outdated and do not reflect best practices. There have been several instances of challenges to Staff interpretations of the code and several sections of the code can be clarified for ease of administration and consistent application of standards. The Zoning Ordinance is part of the City's Land Development Code, which is found in Volume II, of the Apache Junction City Code and housed on the American Legal Publishing website at:

[https://codelibrary.amlegal.com/codes/apachejunction/latest/apache\\_az\\_ldc/0-0-0-17132](https://codelibrary.amlegal.com/codes/apachejunction/latest/apache_az_ldc/0-0-0-17132)

C. General Plan 2020-2050: *Legendary Landscapes and Lifestyles*

The City's award-winning General Plan was approved by the voters in August of 2020. The Apache Junction General Plan 2020-2050: *Legendary Landscapes and Lifestyles* was most recently prepared in 2019 and approved by the City Council in early 2020. The Apache Junction General Plan's significance as a policy document only attains significance when the Zoning Ordinance reaffirms the goals and policies of the General Plan. <https://www.apachejunctionaz.gov/DocumentCenter/View/20772/-Apache-Junction-GPU-2020-DIGITAL?bidId=>

D. City Provided Items

- Existing studies, plans, reports, permit data, ordinances, GIS files, aerial photographs working drafts of zoning texts.
- A list of relevant contacts/staff/stakeholders.
- Meeting space, materials, and required notices.
- Printing and publishing draft document.
- Posting the drafts and final documents on the City's website.

## II. INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

A. RFP Submittal

The response to this RFP should be brief but comprehensive enough to include suggested approaches related to the team's ability to achieve the Scope of Work. Failure to provide the requested information or adhere to any of the City's requirements will result in disqualification of the submitted RFP. A total of one (1) original and five (5) copies of the RFP shall be submitted to the City Clerk's office. Provision of each of the following requirements should be addressed or confirmed in the submitted proposal and for proper comparison and evaluation, the City requests that proposals follow the following format (Sections B - E). The proposal must adhere to the Exhibit H: General Conditions & Instructions to Proposers under Section VI.

B. Cover Letter (one page maximum)

A cover letter by the Proposer (primary consultant) that shall include the history of the firm and experience with updating Zoning Ordinances and land development codes and other deliverables that are necessary for implementing a modern user-friendly Zoning Ordinance.

C. Consultant's Background/Type of Organization (one page maximum)

1. Agency/Corporation proposing as a single entity for all services
2. Agency/Corporation proposing as the primary consultant for all services with sub-consultant(s)

Provide the length of time that the entity has been in business and ownership history of primary consultant and its sub-consultant(s). (If primary consultant entity is a wholly owned

subsidiary of another corporation, please provide details). Provide the location of the principal office that will be responsible for implementing the contract and the number of professional and administrative staff at the prime office location, together with the location of office(s) of the primary consultant and/or sub-consultants that may be utilized to support any or all of the professional services.

D. Key Team Personnel, Experience and Qualifications (three pages maximum)

Name specific projects successfully completed within the past five years where the team members have performed similar projects.

1. Names of key personnel assigned to the project, their role on the project, their titles, experience, and period of service with the team.
2. The expected contribution of each of these individuals as a percentage of the total effort.
3. Include an organizational chart showing the relationship of the team.
4. The selected consultant team shall have team members with significant experience with the following disciplines: Urban Planning; Urban Design; Landscape Architecture; Lighting Engineering; Land Use Law and other skills that may be necessary to perform related tasks.

E. References/Similar Service History

Provide reference information from at least three entities that have been provided similar services and are preferably similar in size to the City of Apache Junction, Arizona.

### III. **FEES AND EXPENSES**

The Primary Consultant shall submit fee schedules necessary to accomplish the Scope of Work (**Exhibit A**). The City's estimate for a "not to exceed" lump sum contract is \$200,000. The fee submittal shall address the following items:

A. Detailed Full-Service Fee Proposal

Detailed full-service fee proposal outlining the services to be provided under each phase of work as described in the Scope of Work in the form of a spreadsheet outlining the tasks, personnel, hours by task and personnel, hourly rate, overhead, and total estimated costs.

B. Proposal Acceptance

1. Proposed fees will be used as an indication of the level of services to be provided.
2. The City will not select professional services on the basis of the lowest cost Proposal.
3. The City reserves the right to negotiate final fees and Scope of Work with the selected Consultant.
4. If an acceptable Professional Services Agreement, including Scope of Work and fee structure cannot be negotiated with the selected Primary Consultant, the City may negotiate with other proposers.

### IV. **SCOPE OF WORK**

The Consultant shall provide full professional services to update the Zoning Ordinance and complete related tasks needed for implementation of the updated Code, as outlined below. This Scope of Work is provided to assist Consultants with submissions. The City reserves the rights to, at any time during this process, and prior to execution of an Agreement, add, delete, or otherwise modify this Scope of Work where such will be in its best interests.

**A. Detailed Proposal (10 pages)**

Using a maximum of 10 pages, provide a description of the Consultant's proposed approach to the project including the strategy used to achieve the project goals and the Scope of Work.

- a) Project understanding/Outline of approach
- b) Information needs.
- c) Plan for Staff /Stakeholder/Public Coordination Involvement.
- d) Detailed Task List, Schedule and Deliverable list for each task.
- e) Project Schedule – The desired final project completion date is September 29, 2023 inclusive of adoption by City Council of an updated Zoning Ordinance.
- f) Adherence to Schedule/Budget - Describe how the work will be completed in an effective, timely, economical and professional manner.
- g) Document Preparation – Final adoption ordinance and Zoning Ordinance amendments to Vol. II, Chapter 1 Zoning Ordinance.

**Task 1: Code Analysis and Issue Identification**

Review and evaluate the City's General Plan, Future Land Use Map, Zoning Ordinance, Zoning Map, Design Standards, Chapters of the Unified Development Code, Active Transportation Plan, and the Superstition Vistas Master Plan Community documents to identify key issues and opportunities. Identification of issues will include working closely with City Staff and the Planning and Zoning Commission. Staff will also provide the consultant with a shortlist of identified key issues which will need to be addressed by the chosen consultant team.

**Deliverables: Consultant shall:**

- Identify key issues and describing a strategy for addressing the key issues
- Conduct a kick-off meeting with City Staff followed by a series of meetings with City Staff to ultimately present to the Planning and Zoning Commission at one meeting
- The strategy shall include key points at which the public should be involved and how that involvement should occur, how and when materials will be available and presented to the public, and how and when public feedback will occur. Throughout the project the Consultant should assist with providing handout materials, visual presentations, or any other resources or material necessary to engage the public.

**Task 2: Development and Evaluation of Code Modifications**

**Deliverables: Consultant shall:**



- Deliver a detailed report describing the code modifications, implementation of Design Standards and incorporation of the General Plan’s Goals and Policies and integration of other key principles noted in the plans listed in Task 1 to solve key issues. The report shall include evaluations of the advantages and disadvantages of these approaches in relation to new development, developed areas and redevelopment areas. Make a formal recommendation on the selected code modifications and present the report to Staff and then the Planning and Zoning Commission at one meeting.

### **Task 3: Drafting the New Code**

#### **Deliverables: Consultant shall:**

##### **1. Preliminary Draft**

After consideration and analysis of initial Staff and Planning and Zoning Commission input and evaluation the Consultant will work with Staff to create a Preliminary Draft document for discussions between City Staff and the consultant. It should be expected that this preliminary draft may have multiple rounds of editing, once the City Staff have finalized the Preliminary Draft, the Consultant shall prepare the Discussion Draft.

##### **2. Discussion Draft**

After Staff review and refinement of the Preliminary Draft the Consultant shall prepare a Discussion Draft. The draft will be presented to the Planning and Zoning Commission in a series of bi-monthly worksession meetings to obtain comment and input. A final Discussion Draft will be presented to the Planning and Zoning Commission and a public hearing held prior to the Planning and Zoning Commission making a recommendation to the City Council on a recommended Draft Zoning Ordinance.

##### **3. City Council Recommended Draft – Code Adoption**

The City Council will be presented with the Planning and Zoning Commission’s recommended Draft Zoning Ordinance in a series of worksession meetings. The Final Draft document will be widely circulated for public input and eventual adoption.

- Upon review and approval of a final Draft Zoning Ordinance by the City Council, and incorporating any edits as a result, the Consultant shall deliver:
  - A draft Resolution declaring the Zoning Ordinance as a public record and an Ordinance that adopts the Zoning Ordinance by reference for final editing by City Staff.
- The referenced document: “2023 Amendments to Apache Junction City Code, Volume II Chapter 1: Zoning Ordinance.”
- Digital files in Microsoft Word and in PDF format for transmittal to American Legal Publishing.
- Copies of all research and methodology used to create the Zoning Ordinance.
- Digital copies of all meeting materials and graphics in a format suitable for editing that were used in presentations following the award of the contract and those used in

the interview process to secure the Consultant.

## V. SELECTION CRITERIA

All proposals received in response to this RFP will be subject to an evaluation by the City and a recommendation shall be forwarded to the City of Apache Junction City Council for final approval. A total of 80 points are assigned for the six (6) categories below.

- A. Quality of Proposal – (15 points)
  - i. Completeness and thoroughness in addressing the scope.
  - ii. Understanding of project goals.
  - iii. Responsiveness to terms and conditions.
- B. Consultant's Approach to the Project's Scope – (20 points)
  - i. Approach to the study analysis.
  - ii. Quality and quantity of services to be performed.
- C. Organization, Personnel and Experience – (25 points)
  - i. Qualifications of personnel.
  - ii. Specific experience of personnel in Zoning Ordinances updates, public infrastructure, fiscal analysis, and community planning.
  - iii. Experience of consultant firm.
  - iv. An interdisciplinary team of planners, professional engineers, transportation planners, financial experts, and legal advisors.
  - v. Client references from 3 clients (**Exhibit B**).
- D. Ability to complete scope of services on schedule – (5 points).
- E. Adherence to the contract and scope of services – (10 points).
- F. Lump Sum Cost Proposal – per **Exhibit A** – (5 points).

## VI. APPENDICES

---- END OF RFP SPECIFICATIONS ----

----APPENDICES, CHECKLIST & EXHIBITS TO FOLLOW ----



## CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED BY PROPOSERS

Proposers shall indicate by initialing below that each of the following have been included in the response:

- \_\_\_\_\_ RFP Submittal (One signed original and four complete duplicate copies)
  - Cover Letter (1 page max)
  - Consultant's Background/Type of Organization (1 page max)
  - Key Team Personnel, Experience and Qualifications (3 page max)
  - Scope of Work/Detailed Proposal (10 page max)
- \_\_\_\_\_ Exhibit A - Cost Proposal
- \_\_\_\_\_ Exhibit B - Similar Service History
- \_\_\_\_\_ Exhibit C - Exceptions/Additions/Corrections (If applicable)
- \_\_\_\_\_ Exhibit D – Certificate of Insurance
- \_\_\_\_\_ Exhibit E - Understanding and Agreement (Original copy signed)
- \_\_\_\_\_ Exhibit F – Professional Services Agreement
- \_\_\_\_\_ Exhibit G – RFP Inquiry Form
- \_\_\_\_\_ Exhibit H – General Conditions and Instructions
- \_\_\_\_\_ Copies of State Licenses, Local Licenses and permits necessary for operation of business
- \_\_\_\_\_ State Corporation Commission documents (must include information on all holdings)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed Name of Proposer

**Exhibit A**  
**COST PROPOSAL**  
**RFP PROJECT NO. DSD-2022-01**

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ Fax \_\_\_\_\_

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1		Per Year	
2			
3		Per Hour	
4		Per Hour	
5		Per Hour	
6		Per Hour	
7		Per Hour	
8		Per Hour	
		Cost Plus %	

TOTAL BASE LUMP SUM PROPOSAL \$ \_\_\_\_\_

Total Base Lump Sum Proposer in Words \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_\_\_\_\_\_  
Printed Name Title \_\_\_\_\_

**Exhibit B**

**SIMILAR SERVICE HISTORY - RFP PROJECT NO. DSD-2022-01**

Each Proposer shall submit a list of at least three (3) customers including name, address, contact person and telephone number for whom he or she has similar work has been completed in the last five (5) years and shall include a short description and location of work using this form.

1. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Location

\_\_\_\_\_  
Start & Complete Date

\_\_\_\_\_  
Cost

2. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Location

\_\_\_\_\_  
Start & Complete Date

\_\_\_\_\_  
Cost

3. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_

Address

Telephone

Contact Person

Short Description of Work:

Location

Start & Complete Date

Cost

FOR REFERENCE PURPOSES ONLY

EXCEPTIONS/ADDITIONS/CORRECTIONS

RFP PROJECT NO. DSD-2022-01

For uniformity and proposal comparison purposes, all previous documents shall be completed as received from the City of Apache Junction. Should the Proposer wish to propose or note any exceptions, additions, or corrections, they shall be included on this page and Proposer may attach additional pages. Please note that submittal of this exhibit does not constitute a protest.

FOR REFERENCE PURPOSES ONLY

For uniformity and proposal comparison purposes, all previous documents shall be completed as received from the City of Apache Junction. Should the Proposer wish to propose or note any exceptions, additions, or corrections, they shall be included on this page and Proposer may attach additional pages. Please note that submittal of this exhibit does not constitute a protest.

**Exhibit D**

**CERTIFICATE OF INSURANCE  
CITY OF APACHE JUNCTION RFP PROJECT NO. DSD-2022-01**

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED: \_\_\_\_\_

ADDRESS OF INSURED: \_\_\_\_\_

	Type of Insurance	Policy Number	Effect. Date	Expire Date	Limits of Liability
1.	Workman's Compensation				\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability				\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage				\$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the City of Apache Junction. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the City of Apache Junction City Attorney not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the City, its officers, employees and agents are additional insured parties.

Date: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of 20\_\_ by  
as Insurer.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit E**

**UNDERSTANDING AND AGREEMENT – RFP PROJECT NO. DSD-2022-01**

*(Complete and return with Proposal packet with all other documents noted on checklist attached hereto)*

**PROPOSAL TO THE CITY OF APACHE JUNCTION, ARIZONA:**

In compliance with the advertisement for Proposals, and having examined these documents, and being familiar with the conditions, I/we hereby submit our acknowledgment of the terms and conditions for furnishing services for the City of Apache Junction. We further agree to execute the contract documents and furnish the required certificates of insurance if I am/we are selected to provide such services.

I/We shall perform the responsibilities set forth in the contract documents in compliance with all applicable state and federal statutes and regulations, and city codes and other requirements.

I/WE HEREBY ACKNOWLEDGE receipt of and confirm the terms and conditions.

This proposal is submitted by \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; or an individual trading such as \_\_\_\_\_ and is the holder of Arizona State License No. \_\_\_\_\_. Classification: \_\_\_\_\_.

Respectfully submitted by: \_\_\_\_\_  
Firm

\_\_\_\_\_  
Mailing Address City State Phone

\_\_\_\_\_  
Officer/Title

ATTEST:

\_\_\_\_\_  
Officer and Title

\_\_\_\_\_  
Witness (if Proposer is an individual)



Exhibit F

PROFESSIONAL SERVICES AGREEMENT FOR  
PREPARATION OF REVISIONS TO THE APACHE JUNCTION CITY CODE VOLUME  
II, LAND DEVELOPMENT CODE, CHAPTER 1, ZONING ORDINANCE FOR THE  
CITY OF APACHE JUNCTION  
RFP PROJECT NO. DSD-2022-01

PROFESSIONAL SERVICES AGREEMENT WITH \_\_\_\_\_

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the  
“Effective Date”) by and between THE CITY OF APACHE JUNCTION, an Arizona  
municipal corporation (“City”), and \_\_\_\_\_, an Arizona limited  
liability company/corporation, (“Consultant”), both of which may be hereinafter  
referred to collectively as the “Parties”, for the project entitled \_\_\_\_\_.

RECITALS

A. City desires to retain a consultant to assist in a comprehensive  
\_\_\_\_\_ and to make payment for the same in  
accordance with the terms and conditions set forth in this Agreement, including  
all attachments and addenda which are appended hereto by mutual agreement of  
the Parties.

B. The open market procedures have been satisfied to the extent they  
apply.

C. The Parties have set forth below contemplated services Consultant will  
provide City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the  
mutual covenants and conditions below, and other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, the  
Parties agree as follows:

1. CONSULTANT’S DUTIES: Consultant agrees to perform the  
professional services detailed in Exhibit A.

2. COMPENSATION: In accordance with the terms and conditions of  
this Agreement, City shall compensate Consultant for professional services in an  
amount not to exceed \$\_\_\_\_\_, in accordance with the price sheet set  
forth in Exhibit B.

3. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL:** The term of this Agreement starts on \_\_\_\_\_, 20\_\_\_\_ and ends on \_\_\_\_\_, 20 \_\_\_\_\_. Following the initial term, the Parties may not renew or extend this Agreement.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

7. **NOTICES:** All notices to the a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City:                      City of Apache Junction  
\_\_\_\_\_  
300 East Superstition Boulevard  
Apache Junction, AZ 85119

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

**REQUIRED COVERAGE**  
**Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

#### Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for whom workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Consultant.

### Professional Liability

Consultant retained by City to provide the work or service required by this Agreement will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

### Certificates of Insurance

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with Proposal serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

**“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy.”**

**Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days’ prior written notice to City.**

**9. APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

**10. FORCE MAJEURE:** Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “Enforced Delay”) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided

further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon \_\_\_\_\_ (\_\_\_\_) months' written notice. If this Agreement is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its board members and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Consultant, its agents, employees, or any tier of Consultant's subconsultant in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subconsultants in the performance of this Agreement or any subcontract. Consultant's duty to defend, hold harmless and indemnify City, its boardmembers and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subconsultant or any other person for whose acts, errors, mistakes, omissions, Work or services Consultant may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. **TAXES:** Consultant shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS & FEES:** Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the obligations. Consultant represents and warrants that any license necessary to perform the services under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing



business in the City of Apache Junction” and Consultant agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws. Further, Consultant agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

15. **RECORDS**: Records of Consultant’s labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. **RIGHT OF CITY TO CONTRACT WITH OTHERS**: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

17. **INDEPENDENT CONTRACTOR**: City and Consultant agree and understand that the relationship between both Parties is that of an independent contractor.

18. **WAIVER OF TERMS AND CONDITIONS**: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. **COMPLIANCE WITH FEDERAL AND STATE LAWS**: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day

for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**20. ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

**21. SEVERABILITY:** City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

**22. SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Consultant

assign any monies due or to become due to it without the previous written consent of City.

23. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

25. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

26. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

**CONSULTANT:**

\_\_\_\_\_,  
an Arizona limited liability company/  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation

---

By: Walter “Chip” Wilson

Its: Mayor

**ATTEST:**

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**Jennifer Pena**  
City Clerk

**APPROVED AS TO FORM:**

---

**R. Joel Stern**  
City Attorney

FOR REFERENCE PURPOSES ONLY

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of [Company Name], an Arizona [corporation/limited liability company].

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )

) ss.

COUNTY OF PINAL )

The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Walter “Chip” Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Exhibit G**

**RFP INQUIRY FORM  
(General Clarifications)**

PROJECT NAME: UPDATE APACHE JUNCTION CITY CODE VOLUME II, LAND  
DEVELOPMENT CODE, CHAPTER 1 ZONING ORDINANCE RFP PROJECT NO. DSD-2022-  
01

PROPOSAL NUMBER: PROJECT NO. DSD-2022-01

INQUIRY DEADLINE: 3:00 P.M., - Arizona Standard Time, August 3, 2022

QUESTIONS ON: \_\_\_\_\_ ORIGINAL RFP or \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_

SECTION NUMBER/NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

FAX NO. \_\_\_\_\_ PHONE NO. \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT H  
GENERAL CONDITIONS &  
INSTRUCTIONS TO PROPOSERS**

**UPDATE APACHE JUNCTION CITY CODE  
VOLUME II, LAND DEVELOPMENT CODE, CHAPTER 1, ZONING ORDINANCE  
RFP PROJECT NO. DSD-2022-01**

**1. PURPOSE**

The City of Apache Junction (the "City") seeks proposals from qualified firms to provide professional services for its Development Services Department ("department"). The purpose of this request for proposals ("RFP") process is to ultimately enter into a professional services agreement for the update of the City's Zoning Ordinance. Service is anticipated to begin on August 31, 2022 and continue through September 29, 2023. This RFP process is authorized under Article 3-7 of Apache Junction City Code ("A.J.C.C."), Volume I.

**2. DEFINITIONS**

"Scope" is the awarded services or work to be performed by the Successful Proposer.

"Proposer" shall mean any person, corporation or other entity who submits an RFP response to the City pursuant to these documents.

"City" shall mean the City of Apache Junction.

"City Representative" shall mean the City Development Services Director or his/her designee.

"Contractor" shall mean the person or entity to which the contract is awarded.

"Successful Proposer" shall mean the person or entity who submits an RFP packet which the City determines is the most responsive and responsible Proposer.

**3. PROJECT**

All work under this contract shall be done in accordance with the Proposal documents including: General Conditions & Instructions to Proposers, Special Provisions & Specifications, all of which are hereinafter referred to as the "Contract Documents".

**4. EXAMINATION OF PROPOSAL DOCUMENTS**

The Proposer shall carefully examine and study the Contract Documents and specifications applicable to the award of a contract. The submission of a Proposal shall be prima facie evidence that the Proposer has made such an examination and unless an exception is noted in writing in Exhibit C, they intend to supply the materials, labor and/or equipment as submitted in accordance with the Contract Documents.

**5. PREPARATION OF PROPOSAL**

All information requested on this RFP must be completed by the Proposer. The Proposer shall submit all information on the required forms and documents. The information must be typed or printed in ink and all numbers shall be in legible numerals. The Proposer must sign the proposal in ink in the space provided.



## 6. SUBMISSION OF PROPOSAL

The Proposer shall submit to the City a Proposal together with the list of exhibits as identified below and the checklist following the specifications page. The Proposal checklist and the completed exhibits referenced below shall be placed in an envelope, sealed and delivered to the Apache Junction City Clerk's Office, located at 300 East Superstition Blvd., Apache Junction, Arizona, 85119, and must be received no later than Wednesday, August 17, 2022 at 3:00 p.m., Arizona Standard Time. The envelope shall be conspicuously marked with the name of the RFP project as noted on the Notice Inviting Proposals, with the name and address of the Proposer marked on the outside. When submitted by mail, the sealed Proposal shall be enclosed in a separate sealed envelope. Responses submitted by mail shall be sent by prepaid first class certified U.S. mail, return receipt requested. No Proposal will be considered unless received on or before the time and the place designated in the Notice Inviting Proposal Proposals. Exhibits D and F as identified below should only be completed and returned to the City if the City awards the project to the Proposer.

Exhibits		Complete <u>With Proposal</u>
1. Cost Proposal	(Exhibit A)	Yes
2. Similar Service History	(Exhibit B)	Yes
3. Exceptions/Additions/Corrections	(Exhibit C)	Yes
4. Certificate of Insurance	(Exhibit D)	No
5. Understanding & Agreement	(Exhibit E)	Yes
6. Proposed Agreement	(Exhibit F)	No
7. Proposal Inquiry Form	(Exhibit G)	No, but prior to 8/3/22

One (1) Proposal per company or entity will be permitted. If multiple Proposals are received from companies or entities with common ownership interests or their collective assets, or is managed by the same individuals or other legal entities, such additional submittals will be deemed duplicitous and shall be disqualified from the process.

## 8. CONSIDERATION OF PROPOSAL

Proposal responses will be reviewed by staff, which will present its recommendation for award to the mayor and city council. It is anticipated the council will publicly review the recommendations and will publicly award the Proposal at a council meeting within a reasonable time after Proposal opening. With a contract effective date beginning shortly thereafter. The contract award shall be based on the most responsive, responsible, and most qualified Proposal as required within the specifications. All substantive requirements set forth in this RFP must be complied with by the submittal date set forth in Section 7 above, otherwise the response will be considered unresponsive. City reserves the right to waive technicalities and informalities, to reject any or all proposals, to accept proposals deemed to be in the best interest of the City, and to suspend any deadlines for any reason.

## 9. PROPOSAL SOLICITATION PROTESTS

Other than a disqualification determination, any aggrieved party may protest the Proposal solicitation. Proposal protests by an aggrieved party shall be submitted in writing to: City Clerk, City of Apache Junction, 300 E. Superstition Blvd., Apache Junction, Arizona, 85119, no later than August 3, 2022 by 5:00 p.m. Protests must contain at a minimum: the name, address and telephone number of the protester, the signature of the protester or designated representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data, evidence, exhibits, or documents substantiating the protest, and the form of relief requested. Within five (5) calendar days of receipt of the Proposal protest filed with the City Clerk, the City Manager or his designee shall respond by setting a time and place for a hearing and by giving a Notice of Hearing to protestor. The City Manager or his designee shall conduct the hearing within five (5) calendar days after sending the notice of the hearing to the protestor, absent any stipulated continuances. The City Manager or his designee, shall within five (5) calendar days after the hearing has been completed, issue a written opinion and send it by first class U.S. mail to the protestor and by email (if available). The City Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

#### **10. AWARD OF CONTRACT**

Contract(s) will be awarded to the most responsive, responsible and most qualified Proposer(s). The award shall be made upon a majority vote of the Apache Junction City Council at a regularly scheduled council meeting. The decision of the city council shall be final and cannot be protested as an administrative appeal under A.R.S. § 12-901, *et seq.* Notice of Award to the successful and unsuccessful Proposers shall be communicated to all Proposers by the Development Services Department. Nothing herein shall be construed to require the City to award contracts and the City reserves the right to reject all Proposals.

The Successful Proposer shall agree to each and every term, condition and obligation set forth in Exhibit F.

#### **11. PERMITS, FEES & LICENSES**

Contractor shall secure and pay for all applicable federal, state, county or local permits and licenses, including a city transaction privilege tax license and business license and shall comply with all applicable federal, state, county or local laws, ordinances, regulations and safety standards.

#### **12. INTERPRETATION OF DOCUMENTS**

Where a specification or document appears ambiguous, or where any portion is not fully understood, the Proposer shall submit such question in writing to the Development Services department by using the "Proposal Inquiry" form under Exhibit G no later than August 3, 2022, by 5:00 p.m., Arizona time. Verbal explanations shall not be binding. If the Proposer is not satisfied with the explanation, they must protest the provision prior to Proposal opening pursuant to Section 9 above and abide by all timelines and procedures therein. If the Proposer fails to protest at the pre-Proposal opening phase, their concerns are deemed waived and such failure shall be a bar to further argument on the issue.

#### **13. INDEMNIFICATION**

Successful Proposer shall defend, indemnify and hold harmless City, its elected officials, officers, appointees, employees and agents, from and against tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Successful Proposer, its agents, or employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **14. PREVAILING WAGE**

This project is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1986 (as amended), Copeland Act of 1948 (as amended), the Fair Labor Standards Act of 1939 (as amended) and 2016 Minimum Wage Proposition 206 also known as the “2017 Fair Wages and Healthy Families Initiative”. Successful Proposer agrees to comply with the above laws. Successful Proposer shall supply information to City as necessary for monitoring of compliance including payroll, on-site inspections, investigations and/or enforcement by City.

#### **15. COMPLIANCE**

All work and services shall comply with all applicable city, county, state and federal laws.

#### **16. CITY SALES TAX**

The current city sales tax rate is 2.4%.

#### **17. ACCESS TO INFORMATION**

It is agreed that all information, data reports, and records as are existing, available and necessary for carrying out of the work outlined above have been furnished to Successful Proposer by City and its agencies. Successful Proposer hereby acknowledges receipt of same. No charge will be made to Successful Proposer for such information and City and its agencies will cooperate with the Successful Proposer in every way possible to facilitate the performance of the work described in the Proposed Agreement as set forth in Exhibit F.

#### **18. CONTRACT CANCELLATION**

Non-performance of contract, or substantial violation of state or federal law, will give sufficient cause for City to cancel the contract. Non-performance shall be construed to mean failure of Successful Proposer to deliver in the time specified, and/or failure to provide the quality of product or service specified.

#### **19. ASSIGNMENT/TRANSFER**

Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute such contract, to any other person, company, corporation.

#### **20. PAYMENT**

The final contract sum shall be the total amount due to Contractor for the entire contract term as determined by the Successful Proposer prices plus authorized adjustments, less any damages incurred due to Contractor's failure to duly conform to the requirements herein.

----- END OF GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS -----

FOR REFERENCE PURPOSES ONLY

**REQUEST FOR PROPOSALS  
APACHE JUNCTION CITY CODE  
VOLUME II, LAND DEVELOPMENT CODE, CHAPTER 1, ZONING ORDINANCE  
UPDATE  
RFP PROJECT NO. DSD-2022-01**

Notice is hereby given that sealed proposals are sought for the preparation of revisions to the City's adopted zoning ordinance to include stakeholder involvement/coordination and public presentations. The City will enter into a professional service agreement for services with the selected consulting firm/team.

Forms and requirements are available online at  
[www.apachejunctionaz.gov/825/purchasing](http://www.apachejunctionaz.gov/825/purchasing).

Each proposer shall provide such information as may be required by the City as evidence of experience, timeliness, professionalism and qualifications to provide professional services in the preparation of a study and associated items as noted above.

Sealed proposals containing one signed original and four duplicate copies of the proposal will be accepted in the city clerk's office until **Wednesday, August 17, 2022 at 3:00 PM Arizona Standard Time**, at which time and place all proposals will be opened and read as a matter of public information. Any proposals received after the noted closing time will be rejected and returned unopened.

Envelopes shall be conspicuously marked on the front of the envelope:  
"DSD-2022-01 ZONING ORDINANCE UPDATE".

City Clerk - City of Apache Junction  
300 E. Superstition Blvd. Building C  
Apache Junction, AZ 85119

Additional information may be obtained from Kimberly Heldt at (480) 474-5073.

The City of Apache Junction reserves the right to reject any and all proposals and to waive informalities and technicalities, and to suspend the procurement deadlines applicable to this process.

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Jennifer Pena  
City Clerk